

DEPARTMENT OF THE AIR FORCE
HEADQUARTERS UNITED STATES AIR FORCE
WASHINGTON 25, D.C.



OSA-4546-63
#1156

REPLY TO
ATTN OF:

SUBJECT:

TO:

REPLY TO:
Auditor General Representative (APL)
P.O. Box 8155
S. W. Station
Washington, D.C.

28 August 1963

SUBJECT : Report of Final Audit CPFF Task Orders
Eastman Kodak Company
Rochester, New York
Contract No. EG-400, Tasks 1,4,5 and 7

TO : Contracting Officer

REFERENCE : OSA-4242-63, dated 8 August 1963

1. In accordance with referenced request, final audits have been performed of the following tasks under Contract No. EG-400:

- USAF 25X1
(b)(5)
- ✓ a. Task No. 1 provided for design, fabrication and delivery of certain new items of equipment in connection with [redacted] with estimated costs of [redacted] and fixed fee of [redacted] during the period from 23 August 1960 through 31 May 1961.
- USAF 25X1
(b)(5)
- b. Task No. 4 covered the design, fabrication and delivery of a re-spooling machine, and RT-12 processor, cores, flanges and tie bolts for the [redacted] with estimated costs of [redacted] and fixed fee of [redacted] during the period from 1 August 1961 through 28 February 1963.
- USAF 25X1
- c. Task No. 5 covered the design, fabrication and delivery of 3 in 1 continuous Printers and [redacted] with estimated costs of [redacted] and fixed fee of [redacted] during the period from 1 June 1962 through 1 March 1963.
- USAF 25X1
- d. Task No. 7 covered the design, fabrication and delivery of 25 [redacted] and 25 Fused Silica for [redacted] with estimated costs of [redacted] and Fee of [redacted] during the period from 17 November 1961 through 30 November 1963.

USAF review
completed.

2. Allowable costs were determined in accordance with Part 2, Section XV of the Armed Services Procurement Regulations and pertinent terms of the task orders. A summary of costs claimed by the contractor and approved by the auditor, as detailed in Exhibit A, follows:

				USAF
	Total Approved Costs	Fixed Fee	Total Price	(b)(5)
<u>Task No.</u>				
1				
4				
5				
7				
*Exclusive of				

*Exclusive of costs covered by approved cost accounting system.

3. The contractor has not yet submitted final inventories of residue materials, if any, on hand at the completion of these task orders. The contractor advised the auditor that such inventories together with other reports and statements required under the terms of the task orders will be submitted to the Contracting Officer shortly.

4. The unexpended balances to be closed out under these task orders are as follows:				USAF
Task No.	Allotted Funds	Final Price	Unexpended Balance	(b)(5)

5. A comparison between the unexpended balance to date by Finance/OSA and the final prices of the task orders is as follows:

<u>Task No.</u>	<u>Disbursements By Finance/OSA</u>		<u>Total Price</u>	USAF
	<u>Paid to Date</u>	<u>Remaining to be Paid</u>		(b)(5)
1				
4				
5				
7				

The amounts remaining to be paid represent a combination of holdbacks for patent reports and final billings to be submitted by the Contractor.

SIGNED

W. F. Edwards
Auditor General Representative (APL)

70720 BUFF 43-907

	Initials	Date
Prepared By		
Approved By		

USAF

(b)(5)

Eastmans Kodak Company

Co. Tract No. E-G 400.

Tasks 1, 5 and 7

Exhibit A

Statement of Costs

Direct labor

Overhead on labor

Material

Material handling overhead

G. A. Expense

Total costs

Less overhead not allowed

Total approved costs

Fixed fee

Final prices

Note: The above costs include 1963 overhead of \$1,524 for Task 5 and \$963 for Task 7, representing application of approved provisional billing rates. Final settlement of these tasks on this basis is considered reasonable based upon the year-to-date overhead experience in 1963 and the relatively small amount involved.

EASTMAN KODAK COMPANY
ROCHESTER, NEW YORK

CONTRACT NO. EG-400 TASK ORDER NO. I

(Z-2798)

CONTRACTOR'S RELEASE

Pursuant to the terms of Contract No. EG-400 Task Order No. I and in consideration of the sum of One Hundred Twenty-Eight Thousand, Three Hundred Twenty-Two Dollars and No Cents (\$128,322.00) which has been or is to be paid under the said contract to Eastman Kodak Company, Rochester, New York, (hereinafter called the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does remise, release, and discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations, claims and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:

None

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer within the period specified in the said contract.

2. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.


IN WITNESS WHEREOF, this release has been executed this 27th day of November, 1963.

EASTMAN KODAK COMPANY

By 
C.H. Grashof, Asst. Comptroller

CERTIFICATE

I, I.C. Werle, certify that I am the Assistant Secretary of the corporation named as Contractor in the foregoing release; that C.H. Grashof who signed said release on behalf of the Contractor was then Assistant Comptroller of said corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.


I.C. Werle, Assistant Secretary

(CORPORATE SEAL)

EASTMAN KODAK COMPANY
ROCHESTER, NEW YORK

CONTRACT NO. EG-400 TASK ORDER NO. I

(2-2798)

CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, CREDITS, AND OTHER AMOUNTS

Pursuant to the terms of Contract No. EG-400 Task Order No. I and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, the Eastman Kodak Company, Rochester, New York, (hereinafter called the Contractor) does hereby:

1. Assign, transfer, set over and release to the UNITED STATES OF AMERICA (hereinafter called the Government), all right, title and interest to all refunds, rebates, credits, and other amounts (including any interest thereon) in respect of direct costs arising out of the performance of the said contract, together with all the rights of action accrued or which may hereafter accrue thereunder.

2. Agree to take whatever action may be necessary to effect prompt collection of all such refunds, rebates, credits, and other amounts (including any interest thereon) due or which may become due, and to promptly forward to the Contracting Officer a check (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable cost of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.

3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney, or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial or other proceeding, arising out of such claim or suit subject to its right to be represented by its own attorneys at its own expense.

IN WITNESS WHEREOF, this assignment has been executed this 27th day of November, 1963.

EASTMAN KODAK COMPANY

By 
C.H. Grashof, Asst. Comptroller

CERTIFICATE

I, I.C. Werle, certify that I am the Assistant Secretary of the corporation named as Contractor in the foregoing assignment; that C.H. Grashof who signed said assignment on behalf of the Contractor was then Assistant Comptroller of said corporation; that said assignment was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.


I.C. Werle, Assistant Secretary

(CORPORATE SEAL)